

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

Based on the Parties' Stipulation, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from

1 public disclosure and use extends only to the limited information or items that
2 are entitled to confidential treatment under the applicable legal principles.

3 2. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets; customer and pricing lists
5 and other valuable research; sales, commissions, and sales quota information;
6 customer invoices; royalty agreements; employment agreements and
7 termination correspondence; medical and health information; payroll
8 information; performance reviews; development, commercial, financial,
9 technical and/or proprietary information; and email correspondence regarding
10 the foregoing, for which special protection from public disclosure and from use
11 for any purpose other than prosecution of this action is warranted. Such
12 confidential and proprietary materials and information consist of, among other
13 things, confidential business or financial information, information regarding
14 confidential business practices, or other confidential research, development, or
15 commercial information (including information implicating privacy rights of
16 third parties), information otherwise generally unavailable to the public, or
17 which may be privileged or otherwise protected from disclosure under state or
18 federal statutes, court rules, case decisions, or common law. Accordingly, to
19 expedite the flow of information, to facilitate the prompt resolution of disputes
20 over confidentiality of discovery materials, to adequately protect information
21 the parties are entitled to keep confidential, to ensure that the parties are
22 permitted reasonable necessary uses of such material in preparation for and in
23 the conduct of trial, to address their handling at the end of the litigation, and
24 serve the ends of justice, a protective order for such information is justified in
25 this matter. It is the intent of the parties that information will not be designated
26 as confidential for tactical reasons and that nothing be so designated without a
27 good faith belief that it has been maintained in a confidential, non-public

1 manner, and there is good cause why it should not be part of the public record
2 of this case.

3 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
4 PROCEDURE

5 The parties further acknowledge, as set forth in Section 14.3, below, that
6 this Stipulated Protective Order does not entitle them to file confidential
7 information under seal; Local Civil Rule 79-5 sets forth the procedures that
8 must be followed and the standards that will be applied when a party seeks
9 permission from the court to file material under seal. There is a strong
10 presumption that the public has a right of access to judicial proceedings and
11 records in civil cases. In connection with non-dispositive motions, good cause
12 must be shown to support a filing under seal. See Kamakana v. City and
13 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
14 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony
15 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
16 protective orders require good cause showing), and a specific showing of good
17 cause or compelling reasons with proper evidentiary support and legal
18 justification, must be made with respect to Protected Material that a party
19 seeks to file under seal. The parties' mere designation of Disclosure or
20 Discovery Material as CONFIDENTIAL does not— without the submission
21 of competent evidence by declaration, establishing that the material sought to
22 be filed under seal qualifies as confidential, privileged, or otherwise
23 protectable—constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion or trial,
25 then compelling reasons, not only good cause, for the sealing must be shown,
26 and the relief sought shall be narrowly tailored to serve the specific interest to
27 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th

1 Cir. 2010). For each item or type of information, document, or thing sought to
2 be filed or introduced under seal, the party seeking protection must articulate
3 compelling reasons, supported by specific facts and legal justification, for the
4 requested sealing order. Again, competent evidence supporting the application
5 to file documents under seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise
7 protectable in its entirety will not be filed under seal if the confidential portions
8 can be redacted. If documents can be redacted, then a redacted version for
9 public viewing, omitting only the confidential, privileged, or otherwise
10 protectable portions of the document, shall be filed. Any application that seeks
11 to file documents under seal in their entirety should include an explanation of
12 why redaction is not feasible.

13 4. DEFINITIONS

14 4.1 Action: The above-captioned pending federal lawsuit.

15 4.2 Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 4.3 “CONFIDENTIAL” Information or Items: information
18 (regardless of how it is generated, stored or maintained) or tangible things that
19 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
20 specified above in the Good Cause Statement.

21 4.4 Counsel: Outside Counsel of Record and House Counsel (as well
22 as their support staff).

23 4.5 Designating Party: a Party or Non-Party that designates
24 information or items that it produces in disclosures or in responses to discovery
25 as “CONFIDENTIAL.”

26 4.6 Disclosure or Discovery Material: all items or information,
27 regardless of the medium or manner in which it is generated, stored, or

1 maintained (including, among other things, testimony, transcripts, and tangible
2 things), that are produced or generated in disclosures or responses to discovery.

3 4.7 Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who has been retained by a Party or its
5 counsel to serve as an expert witness or as a consultant in this Action.

6 4.8 House Counsel: attorneys who are employees of a party to this
7 Action. House Counsel does not include Outside Counsel of Record or any
8 other outside counsel.

9 4.9 Non-Party: any natural person, partnership, corporation,
10 association or other legal entity not named as a Party to this action.

11 4.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law
14 firm that has appeared on behalf of that party, and includes support staff.

15 4.11 Party: any party to this Action, including all of its officers,
16 directors, employees, consultants, retained experts, and Outside Counsel of
17 Record (and their support staffs).

19 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 4.13 Professional Vendors: persons or entities that provide litigation
22 support services (e.g., photocopying, videotaping, translating, preparing
23 exhibits or demonstrations, and organizing, storing, or retrieving data in any
24 form or medium) and their employees and subcontractors.

25 4.14 Protected Material: any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL.”

27 4.15 Receiving Party: a Party that receives Disclosure or Discovery
28 Material from a Producing Party.

1 4.16 Final Disposition: a full and final settlement by all parties or a
2 verdict for which all appeals have been exhausted.

3 5. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of
10 the trial judge and other applicable authorities. This Order does not govern the
11 use of Protected Material at trial.

12 6. DURATION

13 Once a case proceeds to trial, information that was designated as
14 CONFIDENTIAL or maintained pursuant to this protective order used or
15 introduced as an exhibit at trial becomes public and will be presumptively
16 available to all members of the public, including the press, unless compelling
17 reasons supported by specific factual findings to proceed otherwise are made to
18 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
19 (distinguishing “good cause” showing for sealing documents produced in
20 discovery from “compelling reasons” standard when merits-related documents
21 are part of court record). Accordingly, the terms of this protective order do not
22 extend beyond the commencement of the trial.

23 7. DESIGNATING PROTECTED MATERIAL

24 7.1 Exercise of Restraint and Care in Designating Material for
25 Protection. Each Party or Non-Party that designates information
26 or items for protection under this Order must take care to limit any such
27 designation to specific material that qualifies under the appropriate standards.

The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

7.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A

1 Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has
3 indicated which documents it would like copied and produced. During the
4 inspection and before the designation, all of the material made available for
5 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party
6 has identified the documents it wants copied and produced, the Producing
7 Party must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified documents,
9 the Producing Party must affix the “CONFIDENTIAL legend” to each page
10 that contains Protected Material. If only a portion of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the
12 protected portion(s) (e.g., by making appropriate markings in the margins).
13

14 (b) for testimony given in depositions, that the Designating Party
15 identifies the information it considers to be Confidential by (a) identifying the
16 Confidential information and/or documents at the time of the deposition and
17 requesting that the Court Reporter prepare a separate confidential transcript
18 regarding such testimony, exhibits, or other materials, or (b) serving a written
19 designation of the Confidential testimony, exhibits, or other materials on the
20 other parties to this agreement and on the Court Reporter within thirty (30)
21 calendar days after receiving such transcript.

22 (c) for information produced in some form other than
23 documentary and for any other tangible items, that the Producing Party affix
24 in a prominent place on the exterior of the container or containers in which the
25 information is stored the legend “CONFIDENTIAL.” If only a portion or
26 portions of the information warrants protection, the Producing Party, to the
27 extent practicable, shall identify the protected portion(s).
28

1 7.3 Inadvertent Failures to Designate. If a Designating Party
2 discovers its inadvertent failure to designate materials as Confidential, the
3 Designating Party's inadvertent failure to designate qualified information or
4 items does not, standing alone, waive the Designating Party's right to secure
5 protection under this Order for such material if that error is timely corrected.
6 Upon timely correction of a designation, the Receiving Party must make
7 reasonable efforts to assure that the material is treated in accordance with the
8 provisions of this Order. The Designating Party shall then provide the
9 Receiving Party with the same materials marked as Confidential, and the
10 Receiving Party shall promptly return or destroy the unmarked materials, and,
11 if destroyed, shall confirm same in writing with the Designating Party.
12

13 In addition, if the Receiving Party has inadvertently received materials
14 which that party knows, or has reason to believe, should have been designated
15 as Confidential but was not so marked, that Receiving Party shall immediately
16 notify the party who produced those materials and allow the producing party
17 to subsequently mark those materials as Confidential if warranted. At all
18 times, the Receiving Party shall treat those materials as Confidential unless the
19 producing party indicates in writing that the materials are not confidential. If
20 the materials are, in fact, Confidential, the Designating Party shall then
21 provide the Receiving Party with the same materials marked as Confidential,
22 and the Receiving Party shall promptly return or destroy the unmarked
23 materials, and, if destroyed, shall confirm same in writing with the Designating
24 Party.
25

26 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
28 designation of confidentiality at any time that is consistent with the Court's
Scheduling Order in accordance with this section. The Court, of course, has

1 the inherent jurisdiction to decide at any time whether a Confidential
2 designation is appropriate and/or whether any such documents should be
3 sealed in response to a motion to seal records. However, if a Party contends
4 that any marked material is not entitled to confidential treatment, that Party
5 must serve a written objection on the Designating Party within twenty-one (21)
6 calendar days of receiving materials marked as Confidential or receiving
7 designations of Confidential deposition testimony or deposition exhibits. That
8 objection should ask the Designating Party to provide the basis of the
9 confidentiality designation. If a dispute then arises over that Confidential
10 marking or designation, the Parties shall initiate the dispute resolution process
11 under Local Rule 37-1, et seq. If a Party does not challenge a Confidential
12 marking or designation within the aforementioned twenty-one (21) day period,
13 that Party waives the right to challenge the confidentiality of those materials.
14

15 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process under Local Rule 37-1 et seq.

17 8.3 Joint Stipulation. Any challenge submitted to the Court shall be
18 via a joint stipulation pursuant to Local Rule 37-2.

19 8.4 The burden of persuasion in any such challenge proceeding shall
20 be on the Designating Party. Frivolous challenges, and those made for an
21 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
22 on other parties) may expose the Challenging Party to sanctions. Unless the
23 Designating Party has waived or withdrawn the confidentiality designation, all
24 parties shall continue to afford the material in question the level of protection
25 to which it is entitled under the Producing Party's designation until the Court
26 rules on the challenge.
27
28

1 9. ACCESS TO AND USE OF PROTECTED MATERIAL

2 9.1 Basic Principles. A Receiving Party may use Protected Material
3 that is disclosed or produced by another Party or by a Non-Party in connection
4 with this Action only for prosecuting, defending or attempting to settle this
5 Action. Such Protected Material may be disclosed only to the categories of
6 persons and under the conditions described in this Order. When the Action has
7 been terminated, a Receiving Party must comply with the provisions of section
8 15 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party
10 at a location and in a secure manner that ensures that access is limited to the
11 persons authorized under this Order.

12 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating
14 Party, a Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this
17 Action, as well as employees of said Outside Counsel of Record to whom it is
18 reasonably necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
21 for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to
23 whom disclosure is reasonably necessary for this Action and who have signed
24 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and

1 Professional Vendors to whom disclosure is reasonably necessary for this
2 Action and who have signed the “Acknowledgment and Agreement to Be
3 Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the
5 information or a custodian or other person who otherwise possessed or knew
6 the information;

7 (h) during their depositions, witnesses, and attorneys for witnesses,
8 in the Action to whom disclosure is reasonably necessary provided: (1) the
9 deposing party requests that the witness sign the form attached as Exhibit A
10 hereto; and (2) they will not be permitted to keep any confidential information
11 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
12 A), unless otherwise agreed by the Designating Party or ordered by the court.
13 Pages of transcribed deposition testimony or exhibits to depositions that reveal
14 Protected Material may be separately bound by the court reporter and may not
15 be disclosed to anyone except as permitted under this Stipulated Protective
16 Order; and

17 (i) any mediators or settlement officers and their supporting
18 personnel, mutually agreed upon by any of the parties engaged in settlement
19 discussions.

20 10. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
PRODUCED IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other
22 litigation that compels disclosure of any information or items designated in this
23 Action as “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such
25 notification shall include a copy of the subpoena or court order;
26 (b) promptly notify in writing the party who caused the subpoena

1 or order to issue in the other litigation that some or all of the material covered
2 by the subpoena or order is subject to this Protective Order. Such notification
3 shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
5 pursued by the Designating Party whose Protected Material may be affected. If
6 the Designating Party timely seeks a protective order, the Party served with the
7 subpoena or court order shall not produce any information designated in this
8 action as "CONFIDENTIAL" before a determination by the court from which
9 the subpoena or order issued, unless the Party has obtained the Designating
10 Party's permission. The Designating Party shall bear the burden and expense
11 of seeking protection in that court of its confidential material and nothing in
12 these provisions should be construed as authorizing or encouraging a
13 Receiving Party in this Action to disobey a lawful directive from another court.
14

15 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO
16 BE PRODUCED IN THIS LITIGATION

17 (a) The terms of this Order are applicable to information produced
18 by a Non-Party in this Action and designated as "CONFIDENTIAL." Such
19 information produced by Non-Parties in connection with this litigation is
20 protected by the remedies and relief provided by this Order. Nothing in these
21 provisions should be construed as prohibiting a Non-Party from seeking
22 additional protections.

23 (b) In the event that a Party is required, by a valid discovery
24 request, to produce a Non-Party's confidential information in its possession,
25 and the Party is subject to an agreement with the Non-Party not to produce the
26 Non-Party's confidential information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-
28

1 Party that some or all of the information requested is subject to a
2 confidentiality agreement with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Stipulated
4 Protective Order in this Action, the relevant discovery request(s), and a
5 reasonably specific description of the information requested; and

6 (3) make the information requested available for inspection by the
7 Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court
9 within 14 days of receiving the notice and accompanying information, the
10 Receiving Party may produce the Non-Party's confidential information
11 responsive to the discovery request. If the Non-Party timely seeks a protective
12 order, the Receiving Party shall not produce any information in its possession
13 or control that is subject to the confidentiality agreement with the Non-Party
14 before a determination by the court. Absent a court order to the contrary, the
15 Non-Party shall bear the burden and expense of seeking protection in this court
16 of its Protected Material.

17 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
18 MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has
20 disclosed Protected Material to any person or in any circumstance not
21 authorized under this Stipulated Protective Order, the Receiving Party must
22 immediately (a) notify in writing the Designating Party of the unauthorized
23 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
24 Protected Material, (c) inform the person or persons to whom unauthorized
25 disclosures were made of all the terms of this Order, and (d) request such
26 person or persons to execute the "Acknowledgment and Agreement to Be
27 Bound" attached hereto as Exhibit A.

1 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
2 OTHERWISE PROTECTED MATERIAL

3 13.1 When a Producing Party gives notice to Receiving Parties that
4 certain inadvertently produced material is subject to a claim of privilege or
5 other protection, the obligations of the Receiving Parties are those set forth in
6 Federal Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to
7 modify whatever procedure may be established in an e-discovery order that
8 provides for production without prior privilege review. Pursuant to Federal
9 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
10 the effect of disclosure of a communication or information covered by the
11 attorney-client privilege or work product protection, the parties may
12 incorporate their agreement in the stipulated protective order submitted to the
13 court. The parties agree and the Court orders that Federal Rules of Evidence,
14 Rule 502, shall govern any Party's intentional or inadvertent disclosures of
15 attorney-privileged documents and attorney work product in this lawsuit, and
16 that any such privilege or protection is not waived by the Party in this or in any
17 other federal or state proceeding as between the Parties hereto or anyone else,
18 even if those intentional or inadvertent disclosures were made in this matter.

20 13.2 If the Receiving Party has inadvertently received materials which
21 that party knows, or has reason to believe, are protected from disclosure under
22 the attorney-client privilege and/or attorney work product doctrine, that
23 Receiving Party shall immediately notify the party who produced those
24 materials. At all times, the Receiving Party shall treat those materials as
25 privileged and shall not review those materials, unless the producing party
26 indicates in writing that the materials are not privileged or protected from
27 disclosure under the work-product doctrine. If the materials are, in fact,
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1 privileged or otherwise protected from disclosure, the Receiving Party shall
2 promptly return or destroy the unmarked materials, and, if destroyed, shall
3 confirm same in writing with the Designating Party.

4 14. MISCELLANEOUS

5 14.1 Right to Further Relief. Nothing in this Order abridges the right of
6 any person to seek its modification by the Court in the future.

7 14.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object
9 to disclosing or producing any information or item on any ground not
10 addressed in this Stipulated Protective Order. Similarly, no Party waives any
11 right to object on any ground to use in evidence of any of the material covered
12 by this Protective Order.

13 14.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Local Civil Rule 79-5. Protected
15 Material may only be filed under seal pursuant to a court order authorizing the
16 sealing of the specific Protected Material. If a Party's request to file Protected
17 Material under seal is denied by the court, then the Receiving Party may file
18 the information in the public record unless otherwise instructed by the court.

19 15. FINAL DISPOSITION

20 Within sixty (60) calendar days after the Final Disposition of this
21 Action, as defined in paragraph 4.16, each Receiving Party must return all
22 Protected Material to the Producing Party or destroy such material. As used in
23 this subdivision, "all Protected Material" includes all copies, abstracts,
24 compilations, summaries, and any other format reproducing or capturing any
25 of the Protected Material. Whether the Protected Material is returned or
26 destroyed, the Receiving Party must submit a written certification to the
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Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO ORDERED.

DATED: May 22, 2023


John D. Early
United States Magistrate Judge

EXHIBIT A

CERTIFICATE REGARDING CONFIDENTIALITY

I hereby certify the following: (a) I understand that Confidential Information is being provided to me under the terms and restrictions of the Parties' Stipulation and Protective Order in *Karlsson v. Security Innovation, Inc.*, United States District Court for the Central District of California, Case No. 8:23-cv-00037-JWH-JDE, and (b) I have read the Stipulation and Protective Order. I understand and agree to be bound by the terms of the Stipulation and Protective Order and will not disclose to anyone the Confidential Information or the substance of any Confidential Information that I have received or reviewed in this case. I hereby submit to the jurisdiction of the Central District Court for purposes of enforcing the Stipulation and Protective Order. I also agree to return all Confidential Information including all tangible things and to delete all electronic files containing Confidential Information received by me during the course of my involvement with this litigation within sixty (60) calendar days of the settlement or final resolution of this matter (i.e. a settlement by all parties or a verdict for which all appeals have been exhausted).

I understand that if I violate the Stipulation and Protective Order, I will be in contempt of court and may also be liable for civil damages in favor of the Party who produced the Confidential Information.

DATED: _____

Name: _____
(Print Name)

1 Company Name: _____

2 Address: _____

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5 Telephone Number: _____

6 E-mail: _____

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